

IN THE  
**ARIZONA COURT OF APPEALS**  
DIVISION TWO

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LAWRENCE J. MAYER, A SINGLE MAN,  
*Plaintiff/Appellant,*

*v.*

RINCON COUNTRY MOBILE HOME PARK VILLAGE, A LIMITED PARTNERSHIP; GAYLE M. MCINNIS AND JOHN DOE MCINNIS, WIFE AND HUSBAND; JAMES B. MCINNIS, SR. AND PHYLIS MCINNIS, HUSBAND AND WIFE; JAMES B. MCINNIS, SR., SEPARATE PROPERTY TRUST; G.A. SCHMIDT AND LOIS O. SCHMIDT, HUSBAND AND WIFE; G.A. SCHMIDT, TRUSTEE OF THE SCHMIDT FAMILY TRUST; LOIS O. SCHMIDT, TRUSTEE OF THE SCHMIDT FAMILY TRUST; MICHAEL R. MCINNIS AND JANE DOE MCINNIS, HUSBAND AND WIFE; WILLARD SMULL AND SONDRAS SMULL, HUSBAND AND WIFE; TERRY MORGAN AND JANE DOE MORGAN, HUSBAND AND WIFE; GEORGE STEINER AND ALICE STEINER, HUSBAND AND WIFE; DALE POTTS AND BETSY POTTS, HUSBAND AND WIFE; SAMUEL C. HARRELL AND SHARON HARRELL, HUSBAND AND WIFE; CATALINA VILLAGE MOBILE HOME PARK, INC.; AND SPECTRUM UTILITIES,  
*Defendants/Appellees.*

No. 2 CA-CV 2014-0078  
Filed November 28, 2014

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THIS DECISION DOES NOT CREATE LEGAL PRECEDENT AND  
MAY NOT BE CITED EXCEPT AS AUTHORIZED BY APPLICABLE RULES.

NOT FOR PUBLICATION

*See Ariz. R. Sup. Ct. 111(c); Ariz. R. Civ. App. P. 28(c).*

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Appeal from the Superior Court in Pima County

No. C20136375

The Honorable Carmine Cornelio, Judge  
The Honorable Richard S. Fields, Judge

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**AFFIRMED**

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COUNSEL

Lawrence J. Mayer, Tucson  
*In Propria Persona*

Williams, Zinman & Parham, P.C., Scottsdale  
By Melissa A. Parham  
*Counsel for Defendants/Appellees*

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**MEMORANDUM DECISION**

Presiding Judge Kelly authored the decision of the Court, in which Judge Howard and Judge Vásquez concurred.

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K E L L Y, Presiding Judge:

¶1 Lawrence Mayer appeals the trial court's dismissal of his complaint alleging various civil claims against Rincon Country Mobile Home Park Village and a number of additional defendants. For the following reasons, we deem Mayer's arguments waived and affirm the court's order dismissing the complaint with prejudice.

**Factual and Procedural Background**

¶2 We note as a preliminary matter that Mayer does not set forth any facts or citations to the record in his opening brief. We thus rely on our own review of the record and the defendants' recitation of facts. *See Delmastro & Eells v. Taco Bell Corp.*, 228 Ariz. 134, ¶ 2, 263 P.3d 683, 686 (App. 2011); *Flood Control Dist. v. Conlin*, 148 Ariz. 66, 68, 712 P.2d 979, 981 (App. 1985). The record supports the following procedural history. Mayer filed a pro se complaint in the Pima County Superior Court in November 2013 against Rincon Country Mobile Home Park Village and over twenty additional defendants. In his complaint, Mayer alleged theft, fraud, negligence, discrimination, breach of contract, and numerous other civil violations.

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¶3 In December, two defendants filed a motion to dismiss Mayer’s complaint, arguing each claim was barred by one or more of the following: expiration of the respective statutes of limitation, Mayer’s lack of standing, improper pleading, the trial court’s lack of subject matter jurisdiction, and res judicata. They also filed a motion to strike Mayer’s certificates of service, which purported to show that over ten of the defendants had been served with the summons and complaint. The remaining defendants then joined in the motion to dismiss.

¶4 In March 2014, the trial court held a hearing on defendants’ motions to dismiss and to strike service. After questioning Mayer, the court found “the service was not authorized, and in any event, [Mayer’s] Complaint is barred for the reasons” stated in defendants’ motion to dismiss and other filings. The court thus concluded it had “no option other than to dismiss [Mayer’s] case with prejudice.” It awarded defendants \$1,000 in attorney fees, plus costs, and cautioned Mayer “regarding the continuing pursuit of these claims, and the potential for further court orders and sanctions.”

¶5 We determined the trial court’s minute entry—signed “in lieu of a more formal order”—was not a final order as contemplated by and in compliance with Rule 54(c), Ariz. R. Civ. P.<sup>1</sup> Pursuant to Rule 9.1, Ariz. R. Civ. App. P., we thus stayed the appeal and directed the trial court to prepare and transmit a final order, which it did on November 21. We have jurisdiction pursuant to A.R.S. § 12-2101(A)(1).

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<sup>1</sup> This court has an independent duty to determine our jurisdiction over an appeal. *Fields v. Oates*, 230 Ariz. 411, ¶ 7, 286 P.3d 160, 162 (App. 2012). Our jurisdiction is pursuant to statute and we have no authority to consider an appeal over which we do not have jurisdiction. *See Hall Family Props., Ltd. v. Gosnell Dev. Corp.*, 185 Ariz. 382, 386, 916 P.2d 1098, 1102 (App. 1995).

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**Discussion**

**Motion to Dismiss**

¶6 Mayer claims the trial court erred by granting the defendants' motion to dismiss, urging that his "complaint may present a colorable issue [for] review" and contains "issues that could only be resolved by a jury trial." He also has provided the general legal standard of review for a motion to dismiss and principles of law regarding a claim brought pursuant to the Racketeer Influenced & Corrupt Organizations Act (RICO). His appellate brief also contains allegations that the court violated his rights to due process and the freedom of speech. Mayer urges us to remand his case and appoint "a new judge because the current judge is biase[d] and prejudice[d] as shown by the minute entry" dismissing his claims.

¶7 But Mayer's brief has failed to substantially comply with the rules of civil appellate procedure, which require appellate briefs to set forth a statement of facts with citations to the record on appeal and arguments "contain[ing] the contentions of the appellant with respect to the issues presented, and the reasons therefor, with citations to the authorities, statutes and parts of the record relied on." See Ariz. R. Civ. App. P. 13(a)(6) and 11 (governing composition of record on appeal); see also *Adams v. Valley Nat'l Bank of Ariz.*, 139 Ariz. 340, 343, 678 P.2d 525, 528 (App. 1984) ("We are not required to assume the duties of an advocate and search voluminous records and exhibits to substantiate an appellant's claims."). For example, Mayer has not enumerated the issues he wishes this court to address, and he has failed to include any facts, argument, or legal authority to support his bald contentions on appeal.

¶8 Such impermissible practice is a ground for this court to find a party's argument waived, see *Polanco v. Indus. Comm'n*, 214 Ariz. 489, n.2, 154 P.3d 391, 393 n.2 (App. 2007) (finding waiver based on failure to comply with appellate procedural rules), and is justification for our summary refusal to consider his appeal, see *In re \$26,980.00 U.S. Currency*, 199 Ariz. 291, ¶ 28, 18 P.3d 85, 93 (App. 2000) (appellate court will not consider appellant's bald assertion offered without elaboration or citations to legal authority).

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Although Mayer is proceeding in propria persona, he is “held to the same familiarity with required procedures and the same notice of statutes and local rules as would be attributed to a qualified member of the bar,” and “is entitled to no more consideration than if he had been represented by counsel.” *Copper State Bank v. Saggio*, 139 Ariz. 438, 441, 679 P.2d 84, 87 (App. 1983). Because Mayer’s appellate brief has failed to comply with our rules, thereby precluding our meaningful review, we deem his arguments waived.

**Attorney Fees**

¶9 Defendants have requested their costs and attorney fees on appeal pursuant to A.R.S. §§ 12-341 and 12-341.01. We award defendants their costs pursuant to § 12-341 upon their compliance with Rule 21, Ariz. R. Civ. App. P. But we cannot determine from their brief which portion of fees requested arises from contract and thus purportedly is supported by § 12-341.01, which provides for an award of attorney fees to the successful party in an “action arising out of a contract.” However, based on Mayer’s infraction of our appellate rules and to discourage such conduct in the future, we award defendants their reasonable attorney fees pursuant to Rule 25, Ariz. R. Civ. App. P., upon their compliance with Rule 21.

**Disposition**

¶10 For the foregoing reasons, we affirm the trial court’s order dismissing the complaint.